

CONTRACT
BY AND BETWEEN THE
CITY OF LAKEWOOD, OHIO
AND
DLZ Ohio, Inc.

Professional Construction Administration Services
Lakewood Hospital Demolition & Asbestos Abatement
and Hazardous Materials Removal

THIS CONTRACT made as of this 5th day of November, 2018 by and between the City of Lakewood, Ohio, a municipal corporation organized and existing pursuant to the Amended Charter and Ordinances of the City of Lakewood (hereinafter referred to as "City"), by authority of Ordinance No. 43-17A, adopted and approved by the Lakewood City Council on July 2, 2018 and July 6, 2018, respectfully, (a copy of which are attached hereto and made a part hereof as Exhibit "A"), and authorized by the Board of Control on November 5, 2018, (a copy of the authorization is attached hereto as Exhibit "B") and DLZ Ohio, Inc., (hereinafter referred to as "DLZ")

WHEREAS, the City is seeking consulting services for the implementation of the Professional Construction Administration Services – Lakewood Hospital Demolition & Asbestos Abatement and Hazardous Materials Removal, and;

WHEREAS, DLZ pursuant to the City's request for proposal and the submittal and presentation in response thereto, has been determined to be qualified, competent and the best candidate to provide the required outside professional services;

NOW, THEREFORE, it is agreed that the City shall and does hereby employ DLZ to perform the work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. SCOPE OF SERVICES AND GENERAL CONDITIONS

DLZ does hereby promise and agree to implement the Professional Construction Administration Services – Lakewood Hospital Demolition & Asbestos Abatement and Hazardous Materials Removal, as described in DLZ's Proposal of October 30, 2018 (a copy of which is attached

hereto as Exhibit "C") and in the City's Request for proposal October 29, 2018 (a copy of which is attached hereto as Exhibit "D").

In performing the professional services described in this Contract, DLZ will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

Section 2. REPRESENTATIVES

A. DLZ shall designate and authorize **Daniel R. Uhler, PE, Field Services Project Manager** as agent for all purposes under this contract, and said agent shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of DLZ's participation in the project.

B. For purposes of this contract, the agent for the City and liaison officer with respect to the matters contained herein shall be the **City Engineer Mark K. Papke, PE, CPESC** or such other person designated by the Mayor of the City.

Section 3. COMPENSATION

For performing the services referenced in Section 1 above, the City will pay and DLZ will accept an amount not to exceed **One Hundred Twenty-Seven Thousand, Six Hundred Fifty-Four Dollars and no/xx (\$127,654.00)**. This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization by the City.

Vehicle mileage incurred by consultant employees, while performing work for City projects, will be reimbursed at the U.S. General Services Administration rate that corresponds to the actual date of travel. Mileage reimbursements will not be permitted for any travel outside the Lakewood city limits unless otherwise specifically authorized in writing.

Except as may otherwise be stipulated in a separate written agreement between the City and DLZ, invoices shall be submitted no more frequently than monthly and all payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice, and only upon sufficient invoice, detailing professional time, rates and direct and indirect costs in accordance with the City's ordinary purchase order and accounts payable system.

Section 4. CONTRACT TERMINATION

In the event the City or DLZ desires to terminate this Scope of Service Agreement, it may be terminated upon a thirty (30) day written notice by the party so desiring to terminate to the other party. DLZ shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete commenced projects shall be compensated at the rate provided for this Scope of Service.

Section 5. INSURANCE

DLZ shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City is named as an additional insured, as shall protect itself, the City and any subcontractor of DLZ performing work hereunder from claims for property damages which may arise from operations hereunder, whether such operation be by itself or by any of its subcontractors or by anyone directly or indirectly employed by either of them. A Certificate of Insurance of such policies shall be deposited with the City before the commencement of any work under this contract. DLZ shall update the copy as may be required. The City reserves the right to refuse insurance written by an unacceptable company. The amount of such insurance shall be as detailed in the Insurance Requirements Check List, (a copy of which is attached hereto and made a part hereof as Exhibit E). Each policy of insurance shall name the City of Lakewood as an additional insured and give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Section 6. INDEPENDENT CONTRACTOR

DLZ shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by DLZ on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said DLZ agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefor.

Section 7. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

DLZ agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, with the City's Equal Employment Opportunity Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

Section 8. INDEMNIFICATION

DLZ shall indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys fees, court costs and expert fees) arising by reason of bodily injury, death of any person, damage to property, patent or copyright infringement, arising out of, or as a consequence of, or incidental to the negligent and/or intentionally wrongful acts and omissions of DLZ's officers, agents, employees, consultants,

subconsultants, licensees or invitees, in the performance or non-performance of their services under this Contract.

DLZ further agrees to hold City, its officers, officials, agents and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines or demand of every kind and nature arising by reason of any claims or alleged claims arising out of, or as a consequence of, or incidental to DLZ's negligence in the performance or non-performance of DLZ's services under this contract.

Section 9. SUBCONTRACTORS

Since this contract is made pursuant to the proposal submitted by DLZ and in reliance upon DLZ's qualifications and responsibility, DLZ shall not sublet nor shall any subcontractor commence performance of any part of the services except as specifically included in this contract without prior written consent of the City. In making the application for subletting any portion of the services, DLZ shall state in writing the portion of the services which each subcontractor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve DLZ of any of its obligations under this contract. All subcontractors for services covered by this contract must conform to the requirements of this contract.

Section 10. ASSIGNMENT OF CONTRACT

The City and DLZ bind themselves and their successors, administrators and assigns to the other party of this contract and to the successors, administrators and assigns of the other party of this contract, in respect to all covenants of this contract. Except as stated above, neither the City nor DLZ shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 11. INTERPRETATION OF TERMS

All terms and words used in this contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. DLZ agrees that no presentations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the case of any conflict between the DLZ Scope of Services (Exhibit C) and the City's Request for Proposal (Exhibit D), the provisions of Exhibit D shall govern, except as may be specifically modified herein. The headlines of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This contract may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Section 12. EXHIBITS

It is mutually understood and agreed that all exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this contract and the terms of DLZ Scope of Services, the terms of this contract shall govern.

The following Exhibits attached hereto are:

- a. Exhibit A: Ordinance No. 43-17A
- b. Exhibit B: Board of Control authorization, Dated November 5, 2018
- c. Exhibit C: DLZ Proposal, Dated October 30, 2018
- d. Exhibit D: City's Request for Proposal, October 29, 2018
- e. Exhibit E: Insurance Requirements Check List

EXHIBIT A

Read and referred to Finance
Committee 6/4/18; second reading
6/18/18. Please substitute for
the original.

ORDINANCE NO: 43-17A

BY: Anderson, Bullock, George, Litten
O'Leary, O'Malley, Rader

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, amending Ordinance 43-17, adopted December 18, 2017, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the city of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2018; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1 of Ordinance 43-17, adopted December 18, 2018, currently reading as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

- | | |
|--------------------------------------|---------|
| 1) Legal Services..... | 225,000 |
| 2) Recodification of Ordinances..... | 12,500 |

3) Financial Audit	75,000
4) Hospitalization and Health Care Benefit Consulting Services	40,000
5) Consultant for Workers Compensation	30,000
6) Risk Management Consulting Services	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing	25,000
8) Employee Assistance Program	15,000
9) Supervisor / Manager / Employee Training	125,000
10) Exams for Classified Positions	75,000
11) Housing and Building Plans Examinations	75,000
12) Lakewood Jail Medical Services	50,000
13) Band Concerts	15,000
14) Municipal Engineering Consultant	80,000
15) Debt Issuance Costs	100,000
16) Integrated Wet Weather Plan Professional Services	750,000
17) Administrative Professional Services	300,000
18) Professional Services related to Lakewood Hospital	500,000
Sub-Total	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB)	115,000
2) Government Agreements (Bd of Ed/Pools)	800,000
3) Financial Institution Service Charges	60,000
4) Electronic Payment Services	250,000
5) Property & Liability Insurance Contracts	500,000
6) Workers' Comp Stop Loss Insurance	90,000
7) Life Insurance	20,000
8) Hospitalization and Health Care Benefit Services	8,500,000
9) Medical Claims Billing Service	100,000
10) Sentenced Prisoners Full Jail Service	200,000
11) Home Delivered Meals	47,500
12) Distribution System Leak Survey	25,000
13) Disposal of Screenings and Grit (WWTP)	10,000
14) Excavation Spoils Removal	100,000
15) Roll of Box for Street Sweeping	60,000
16) Solid Waste Disposal Site	900,000
17) Organic Waste Disposal	30,000
18) Waste Collections - Condominiums	105,000
19) Biosolids Disposal	105,000
20) Roll-Off Box for Construction Debris	65,000
21) Site to Receive & Process Yard Waste	45,000
22) Lab Analysis Service	25,000
23) Citywide Computer Hrdwr Op. Sys., & Software Maint Contracts	550,000
24) Communications Services	100,000
25) Water Meter Program Maintenance	25,000
26) Telephone Service	95,000
27) Cellular Phone Service	250,000
28) HVAC Maintenance	125,000
29) Elevator Maintenance	25,000
30) Fire Alarm Maintenance	50,000
31) Copier Maintenance Service	25,000
32) Postage, Mailing Services, Equipment Lease/Maintenance	250,000
33) Rental and Laundry of Uniforms	35,000
34) Advertising	30,000

35) Printing Services	165,000
36) CRIS/LEADS Fees	20,000
37) Parking Citation Billing Service.....	50,000
38) Fireworks Display.....	40,000
39) Transportation Services.....	65,000
Sub-Total.....	\$14,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1) Sand and Aggregate	45,000
2) Concrete Supplies	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials	40,000
9) Sign Shop-Supplies, Blanks & Reflective Material	195,000
10) Polymer Flocculants	30,000
11) Wastewater Treatment Chemicals.....	125,000
12) Tires and Road Service	85,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants	40,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear – Public Works	20,000
17) Electrical Supplies	50,000
18) Hardware Supplies.....	45,000
19) Janitorial Supplies.....	50,000
20) Landscape Materials	30,000
21) Lumber Supplies	100,000
22) Plumbing Supplies	40,000
23) Pool Supplies – Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies	35,000
26) Purchase Uniforms & Gear – Safety Forces	75,000
27) Ammunition	30,000
28) Office Supplies	40,000
29) Computer Supplies.....	10,000
30) Computer Software	45,000
31) Communications Equipment	75,000
32) Paper Supplies	15,000
33) Lease Copier Equipment.....	35,000
34) Subscriptions/Publications.....	30,000
35) Reforestation	200,000
36) Police Operating Equipment	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment	100,000
39) Fitness Equipment/Devices	30,000
Sub-Total.....	\$3,755,000
Total.....	\$20,315,000

shall be and is hereby amended to read:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500
3) Financial Audit	75,000
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8) Employee Assistance Program.....	15,000
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10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations	75,000
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13) Band Concerts.....	15,000
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17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital	500,000
Sub-Total.....	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB).....	115,000
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4) Electronic Payment Services	250,000
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15) Roll of Box for Street Sweeping.....	60,000
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17) Organic Waste Disposal	30,000
18) Waste Collections - Condominiums.....	105,000
19) Biosolids Disposal.....	105,000
20) Roll-Off Box for Construction Debris	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service	25,000

23)	Citywide Computer Hrdwr Op. Sys., & Software Maint Contracts	550,000
24)	Communications Services.....	100,000
25)	Water Meter Program Maintenance.....	25,000
26)	Telephone Service	95,000
27)	Cellular Phone Service	250,000
28)	HVAC Maintenance	125,000
29)	Elevator Maintenance.....	25,000
30)	Fire Alarm Maintenance.....	50,000
31)	Copier Maintenance Service.....	25,000
32)	Postage, Mailing Services, Equipment Lease/Maintenance.....	250,000
33)	Rental and Laundry of Uniforms	35,000
34)	Advertising	30,000
35)	Printing Services.....	165,000
36)	CRIS/LEADS Fees	20,000
37)	Parking Citation Billing Service.....	50,000
38)	Fireworks Display.....	40,000
39)	Transportation Services	65,000
40)	Lakewood Hospital Demolition, Hazmat Abatement and Site Preparation.....	7,000,000
	Sub-Total.....	\$21,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1)	Sand and Aggregate	45,000
2)	Concrete Supplies	50,000
3)	Asphalt Materials.....	50,000
4)	Asphalt Cold Patch	25,000
5)	Crack Sealant	40,000
6)	Road Salt (Sodium Chloride).....	300,000
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8)	Water Meter Supplies & Materials	40,000
9)	Sign Shop-Supplies, Blanks & Reflective Material	195,000
10)	Polymer Flocculants	30,000
11)	Wastewater Treatment Chemicals.....	125,000
12)	Tires and Road Service	85,000
13)	Automotive Repairs, Parts and Supplies	600,000
14)	Oil and Lubricants	40,000
15)	Fuel (Gasoline and Diesel).....	500,000
16)	Purchase of Uniforms and Gear – Public Works	20,000
17)	Electrical Supplies	50,000
18)	Hardware Supplies.....	45,000
19)	Janitorial Supplies.....	50,000
20)	Landscape Materials	30,000
21)	Lumber Supplies	100,000
22)	Plumbing Supplies	40,000
23)	Pool Supplies – Chemicals.....	45,000
24)	Small Tools and Equipment.....	130,000
25)	Prisoner Food Supplies	35,000
26)	Purchase Uniforms & Gear – Safety Forces	75,000
27)	Ammunition	30,000
28)	Office Supplies	40,000
29)	Computer Supplies.....	10,000
30)	Computer Software	45,000
31)	Communications Equipment	75,000
32)	Paper Supplies	15,000

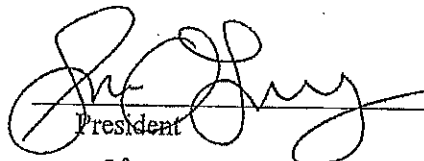
33) Lease Copier Equipment.....	35,000
34) Subscriptions/Publications.....	30,000
35) Reforestation	200,000
36) Police Operating Equipment	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment	100,000
39) Fitness Equipment/Devices	30,000
Sub-Total.....	\$3,755,000
Total.....	\$27,315,000

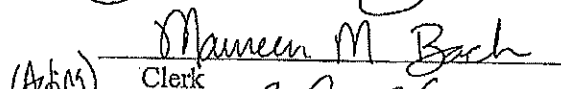
Section 2. Contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 7/2/18


President


Clerk

Approved: July 6 2018


Mayor

EXHIBIT B



12650 DETROIT AVENUE ■ 44107 ■ 216-629-6075 ■ 216-629-6806

Reference No. RC-18-254

November 5, 2018

Board of Control
City of Lakewood, Ohio 44107

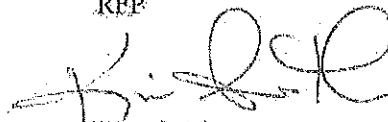
Subject: Award Contract – Professional Services Contract – Re: Lakewood Hospital Demolition, Asbestos Abatement and Hazardous Materials Removal

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning & Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to DLZ Ohio, Inc. in an amount not to exceed \$150,000 to perform Professional Contract Administration and Inspection Services for the Asbestos Abatement and Hazardous Materials Removal, and finally, the demolition of the former Lakewood Hospital Site, including the Marlowe Building. Contract award is the proposal amount of \$127,654, plus contingencies.

DLZ Ohio, Inc. was chosen to perform these services based on their RFP submission for the services.

Contracting Authority:	Ordinance 43-17A \$7,000,000
Contracting Balance:	\$780,779 / \$630,779
Funding:	Lakewood Hospital Special Revenue Fund
Account Distribution:	260-7001-461-39-10 \$7,230,000
Account Balance:	\$1,004,113 / \$854,113
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Professional Services
Commodity Code:	918-075
Bid Reference:	RFP


Kim Smith
Purchasing Manager

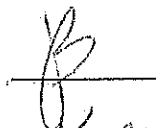
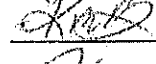
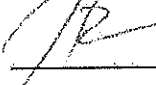
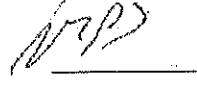
	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno, PE, Director of Public Works		_____	11/5/18
Kevin M. Butler, Director of Law		_____	11/5/18
Jennifer Pae, Director of Finance		_____	11/5/18
Michael P. Summers, Mayor		_____	11/5/18



EXHIBIT C



PROJECT UNDERSTANDING:

The City of Lakewood plans to demolish the former Lakewood Hospital and associated buildings. The work includes asbestos abatement and hazardous materials removal which will be inspected by the firm EA Group. The City is seeking a firm to oversee the asbestos abatement work from a contract administrative perspective while working with EA Group representatives to manage that portion of the work. The City also would like the firm to perform demolition observation, SWPPP inspections, construct management services, and if authorized, perform quality assurance for earthwork operations.

PROJECT APPROACH AND TEAM:

Contract Administration:

DLZ understands the importance of successful contract administration on this project. DLZ has provided contract administration on dozens of projects over the past few years. We understand this situation will be unique as DLZ will be working with another firm to manage the asbestos abatement work. DLZ understands the focus this project will have on important administrative items such as certified payroll reports, worker asbestos abatement certifications, worker I-9 forms, and prevailing wage interviews. We will also work with the Contractor to verify as-built drawings are correct.

Project Manager: DLZ intends to provide Mr. Daniel R. Uhlir, P.E. as the Project Manager for this project. Dan is a State of Ohio registered professional engineer with over 13 years of experience in DLZ's Field Services Department. As Project Manager, Dan's responsibilities will include reviewing and approving Contractor documents, such as material submittals, testing reports, change orders, pay applications, certified payroll reports and other documents required for compliance. Additionally, Dan will be accessible to the Contractor for interpretation of the plans and specifications. Dan will visit the project site at least once per week to oversee the Contractor's work and conformance with the Contract Documents and observe the Contractor's proofrolls. As Project Manager, Dan will attend the preconstruction meeting as well as conduct monthly progress meetings.

Demolition and SWPPP Inspections:

DLZ will provide a full-time, on-site inspector while managing the project from the DLZ Cleveland office. The Inspector and Project Manager will work together as a team to ensure the project will be completed on time, within budget, and per the Contract documents. DLZ Staff will perform SWPPP Inspections as required. Our staff will work with EA Group representatives for the asbestos abatement inspection.

Project Inspector: DLZ intends to provide Mr. Dave Williams, to be the full-time, on-site inspector for the demolition portion of this project. Dave will be on-site whenever the Contractor is performing work and will prepare daily reports to document the construction activities. Dave will communicate daily with DLZ's Project Manager and act as a liaison between the City of Lakewood and the Contractor.

Dave has nearly 40 years of experience in a wide range of construction administration, coordination, and inspection projects. He is an ODOT Prequalified Project Inspector and holds multiple certifications. Dave has worked on numerous roadway and heavy highway construction projects throughout northeast Ohio. He also served as a resident inspector for several multi-million-dollar projects for the City of Cleveland Water Department Plant Enhancement Program and NEORS Plant Enhancements at the Easterly



Demolition and Asbestos Abatement
& Hazardous Materials Removal

Wastewater Treatment Plant, which included asbestos removal, demolition, and construction. Dave's extensive background in vertical construction makes him the right choice for this demolition project.

Stormwater Pollution Prevention Plan (SWPPP) Inspections: DLZ will provide Ms. Wendy Bruzas, P.E., CPESC, to perform weekly SWPPP inspections to ensure all erosion and sediment control measures are in place. Wendy will also conduct rain event SWPPP inspections when more than one-half inch of rain falls within a 24-hour period. All SWPPP reports will be kept in a binder and will remain on site.

Earthwork Quality Assurance (IF AUTHORIZED):

If authorized, DLZ will also perform Quality Assurance tests during the Embankment Operation. Tests will be performed according to the appropriate ASTM standards. These tests are outlined in the RFP and include one-point tests, standard Proctor, moisture content, liquid and plastic limits, and loss on ignition. DLZ will utilize our AMRL-certified laboratory in Columbus Ohio to conduct the required tests.

Quality Assurance Field Technician: On this project, quality assurance tests will be performed by a DLZ Field Technician. The technician will be nuclear densometer certified with at least five years of earthwork testing experience. The technician will oversee the Contractor's firm and perform tests to confirm results. DLZ will provide a Professional Engineer to oversee the technician, review test results, and review the Contractor's submittals for earthwork. DLZ also has the unique luxury of having an in-house AMRL certified material testing laboratory located in Columbus, Ohio. Any tests will be analyzed at the DLZ laboratory. The internal laboratory will quickly provide testing results to DLZ's Project Manager, who will communicate said results with the City.

QUALITY CONTROL:

For the Hospital Demolition Project, quantities will be recorded daily according to their respective bid item number. These quantities will be measured and documented on the daily report, complete with precise locations and sketches when necessary. Daily reports will be submitted to the City on a weekly basis. DLZ's on-site inspector will have a binder in which all bid item reference numbers will have their own sheet dedicated towards quantity tracking. This binder will serve as a central location for documenting all quantities and will provide a log of all payment items completed to date. The inspector will work with the Contractor to ensure that all daily quantities are correct and agreed upon, which will allow for straightforward reviews of the Contractor's pay requests.

Important documents will be reviewed and organized by DLZ's Project Manager, Dan Uhler. Testing reports, daily reports, prevailing wage interviews, submittals and design mixes will be maintained either electronically or in binders, which will be delivered to the City upon project completion.

CONCLUSION:

DLZ's mission on this Project will be to deliver a quality product to the City of Lakewood. DLZ's team will provide on-site engineering if necessary to troubleshoot unforeseen problems. DLZ realizes the impact this project may have on the public, and we will effectively work with the Contractor to maintain positive public relations. DLZ is ready to accept the challenge of representing the City of Lakewood on this project and continue our positive working relationship.



LAKEWOOD HOSPITAL DEMOLITION AND ASBESTOS ABATEMENT & HAZARDOUS
MATERIALS REMOVAL

Contract Administration and Earthwork Observation

Cost Schedule

Item	Unit	Estimated Quantity	Total Unit Cost	Total Cost
CONTRACT ADMINISTRATION SERVICES				
Contract Administration-Professional Engineer	Hours	175	\$100.00	\$17,500.00
On-site Inspection - Field Technician	Hour	600	\$80.00	\$48,000.00
Field Technician – OT	Hour	120	\$98.00	\$11,760.00
CPESC Inspections	Per Visit	20	\$175.00	\$3,500.00
Project Meetings	Each	8	\$250.00	\$250.00
Contract Administration - Total Estimated Price				\$82,760.00
AUTHORIZED EMBANKMENT SERVICES				
Contract Administration	Hours	64	\$100.00	\$6,400.00
Quality Assurance – Field Technician	Hour	480	\$65.00	\$31,200.00
Field Technician – OT	Hour	48	\$78.00	\$3,744.00
Quality Assurance – Equipment, Nuclear Densometer, and field one-point testing as directed.	Day	6	\$250.00	\$1,500.00
CPESC Inspections	Per Visit	6	\$175.00	\$1,050.00
Project Meetings	Each	4	\$250.00	\$1,000.00
EMBANKMENT - Total Not to Exceed Price				\$44,894.00

CONTRACT ADMINISTRATION & EARTHWORK -- Total Not to Exceed Price	\$127,654.00
--	--------------

Submitting Firm Information and Acknowledgement of Terms

Firm Name: DLZ Ohio, Inc.

Address: 614 West Superior Avenue, Suite 1000

Cleveland, Ohio 44113

Phone: 216-771-1090 Fax: 216-771-0334

The Consultant acknowledges that the above submitted prices are in accordance with the Scope of Services, General Requirements and Payment sections of the RFP document dated August 30, 2018.

Signed:  Date: 10/30/18

Print Name & Title: Daniel R. Uhlir, PE: Field Services Department Manager

EXHIBIT D



DEPARTMENT OF PUBLIC WORKS
12650 DETROIT AVENUE • 44107 • (216) 529-6800

JOSEPH J. BENO, PE
Director of Public Works

MARK K. PAPKE, PE, CPESC
City Engineer

Revised October 29, 2018

Mr. Dan Uhlir PE, Field Services Department Manager
DLZ
614 W. Superior Ave., Suite 1000
Cleveland, Ohio 44113

Re: **Demolition of Former Lakewood Hospital Site**
Demolition and Asbestos Abatement & Hazardous Materials Removal
Request for Cost Proposal (RFP)
Lakewood, Ohio

Dear Dan:

The City has reviewed your current qualifications package on file and invites your firm to submit a cost proposal for the above referenced project.

Project Description

It is planned to raze the former Lakewood Hospital and associated buildings. The site located in the block of Detroit, Belle and Marlowe in Lakewood, Ohio. The work entails asbestos abatement and hazardous materials removal work which will be inspected by EA Group. The underground storage tank removal has already been completed. The City has on-going negotiations with Carnegie, the site developer, which makes this project unique.

The City has bid the demolition and asbestos abatement which includes several alternates. The City is seeking a firm to: 1) oversee the asbestos abatement work from a contract administrative perspective and work with EA Group representatives to manage that portion of the work, 2) perform demolition observation/SWPPP inspections and contract management services, 3) if authorized, perform quality assurance for the earthwork operations. The Contractor is required to contract their own soils testing firm for compaction testing. Any proposing firm shall not be the Contractor's soil testing firm.

Project Schedule

The anticipated start date for the selected firm is December 2018. If authorized, earthwork is expected to be completed by July 2019.

Scope of Services

The Scope of Services is broken into 2 categories: 1) Contract administration of demolition and asbestos abatement & hazardous materials contract and/or 2) Earthwork Services.

Contract Management – The firm's project manager (a State of Ohio registered professional engineer) shall review/approve the Contractor's materials submittals, project schedule, mix designs, laboratory test results, testing reports, change orders, disputes, EEO, invoices, certified payroll reports (State of Ohio prevailing wages), worker asbestos abatement certifications, worker I-9 forms, and required documents per the plans and specifications for compliance. The firm's project manager shall also perform on-site wage interviews with the Contractor's employees and subcontractors to assure compliance. The project manager shall review and approval their firm's inspection reports. Every Monday, the firm shall provide the City Engineer the inspection reports from the previous week. At the completion of the project, the firm shall provide an organized electronic file containing all the inspection reports, all submittal approvals, laboratory/field test results, change orders and project documents. The firm shall also be required to work with the Contractor to verify the as-built drawings are correct. The project manager shall oversee the project and be readily available to the Contractor for interpretation of the plans, specifications, contract issues, etc. This item also includes minimally one site visit per week by the project manager and as needed to manage the firm's staff and address Contractor's issues as they arise. Senior management shall also be included in this item as needed. The Professional Engineer shall evaluate the Contractor's proofrolls.

On-site Inspection – The firm would verify that the Contractor's work meets the project plans and specifications. The firm shall also work with EA Group representatives which the City has contracted for the asbestos abatement inspection. The firm shall also verify that the traffic control devices are in place functioning properly and that sediment/erosion control measures are satisfactory. The firm shall oversee the field testing performed by the Contractor's testing agency and/or subcontractors. The firm's field inspector shall complete a daily inspection report for each day. The daily inspection report shall minimally contain the following: date, inspector's name, weather conditions, Contractor and/or subcontractors on-site, foreman name(s) (with whom work was discussed), limits of work area where work was performed, work type performed, materials used, thickness of material placed, final inspection results (*each report shall state whether or not the work performed for that day meets or does not meet the project plans and specifications*), any items that need follow-up and the planned activities for the next day. Daily photographs of the construction activities as it progresses with a narrative of location and work being documented. The firm shall promptly notify the Contractor if the work does not meet the project specifications and attempt to resolve the matter. If the matter cannot be resolved, the firm shall promptly notify the City Engineer.

Earthwork Quality Assurance (If Authorized) – Should the City select the earthwork alternate then the firm would be required to supplement the Contractor's testing program. The Contractor shall provide full-time earthwork materials testing services. The firm shall oversee the Contractor's firm and perform their own tests to confirm results. The firm shall provide a nuclear densometer certified technician to oversee the Contractor's work to determine if the project plans and specifications are being achieved on a spot basis. The technician shall have at least five (5) years of earthwork testing experience. The firm shall be able to test, per ASTM standards, the earthwork material in the laboratory and field as directed by the City. Laboratory tests include standard Proctor (or relative density), classification, moisture content, sieve analysis, short hydrometer, liquid and plastic limits and loss on ignition. Field tests shall consist of nuclear densometer and field one-point tests. The firm shall provide a Professional Engineer to oversee the staff performing work on the project. The Professional Engineer shall review the Contractor's submittals for earthwork work including the suitability of proposed borrow materials.

Demolition and Earthwork SWPPP Inspections – The firm shall provide a Certified Professional in Erosion and Sediment Control (CPESC) to perform weekly site visits and prepare inspection reports. The firm's personnel shall meet with the Contractor to discuss deficient items and a schedule to bring the site into compliance.

Project Meetings – The selected firm's project manager shall be required to attend a preconstruction meeting and bi-monthly progress meetings. Additionally, the project manager shall attend meetings as requested by the City Engineer.

Additional Requirements (Incidental to the Contract)

The successful firm shall include a list of insurance coverage (the Consultant awarded these services shall be required to submit an insurance certificate naming The City of Lakewood additionally insured), workers compensation and the Consultant's drug-free workplace policy which shall be maintained throughout the contract. The firm shall be responsible for their personnel's safety (i.e., the inspector(s) shall be minimally equipped with a roadway safety vest, hard hat and steel toe boots).

Submittals

- Project Team

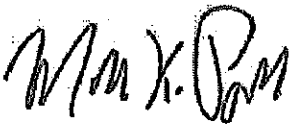
Provide a one or two page summary of the firm's approach and project staff to be used for this project.

- Cost Proposal

These services shall be provided on a unit rate basis by category. The unit prices shall include all labor, materials, equipment, tools, supervision, overhead, taxes, benefits, insurances, mileage, reporting, copying, cell phone, delivery, travel time and pick-up of samples. Overtime is defined as any hours worked over 8 hours in a single day, Saturday hours, Sunday hours and legal Holiday hours and shall only pertain to inspector hours. The firm will bill in a monthly cycle with the Contractor's billing. Please fill in the "Cost Schedule" table attached to this document along with the other pertinent information. Submitted prices are to remain for the duration of the project. The City of Lakewood shall have the right to increase, decrease and/or eliminate quantities as they determine necessary without penalty.

Please submit two (2) copies of your proposal by **5 PM on November 1, 2018**. We appreciate your efforts in preparing this request. Please contact the undersigned with any questions.

Regards,
The City of Lakewood



Mark K. Papke, PE, CPESC
City Engineer

**LAKEWOOD HOSPITAL DEMOLITION AND ASBSETOS ABATEMENT & HAZARDOUS
MATERIALS REMOVAL**

Contract Administration and Earthwork Observation

Cost Schedule

Item	Unit	Estimated Quantity	Total Unit Cost	Total Cost
CONTRACT ADMINISTRATION SERVICES				
Contract Administration- Professional Engineer	Hours	175		
On-site Inspection - Field Technician	Hour	600		
Field Technician – OT	Hour	120		
CPESC Inspections	Per Visit	20		
Project Meetings	Each	8		
Contract Administration - Total Not to Exceed Costs				
IF AUTHORIZED – EMBANKMENT SERVICES				
Contract Administration	Hours	64		
Quality Assurance – Field Technician	Hour	480		
Field Technician – OT	Hour	48		
Quality Assurance – Equipment, Nuclear Densometer, and field one- point testing as directed.	Day	6		
CPESC Inspections	Per Visit	6		
Project Meetings	Each	4		
EARTHWORK - Total Not to Exceed Price				

CONTRACT ADMINISTRATION & EARTHWORK – Total Not to Exceed Price	
--	--

Submitting Firm Information and Acknowledgement of Terms

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

The Consultant acknowledges that the above submitted prices are in accordance with the Scope of Services, General Requirements and Payment sections of the RFP document dated August 30, 2018.

Signed: _____ Date: _____

Print Name & Title: _____

EXHIBIT E

Exhibit E

INSURANCE REQUIREMENTS CHECKLIST Inspection

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<u> X </u> GENERAL LIABILITY (The following coverage must be included)	\$ <u>1,000,000</u> Per Occurrence
Premises-Operations	\$ <u>2,000,000</u> General Aggregate
Independent Contractors/Subs	Collapse (C)
Broad Form Contractual	Underground (U)
Broad Form Property Damage	Personal Injury
Explosion (X)	Products-Completed Operations
	Fire Legal Liability
	Employer's liability (Ohio Stop Gap)
<u> X </u> UMBRELLA LIABILITY Extending over all Liability Programs	\$ <u>5,000,000</u>
<u> X </u> AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$ <u>1,000,000</u> Per Occurrence
<u> X </u> WORKERS' COMPENSATION <u> X </u> Workers' Compensation coverage in compliance with the Statutory laws of the State of Ohio	
<u> X </u> PROFESSIONAL LIABILITY	\$ <u>1,000,000</u>
<u> </u> BUILDER'S RISK	<u> </u> 100% Completed Value
<u> </u> INSTALLATION FLOATER	<u> </u> 100% Installed Replacement Value
<u> </u> FLOOD INSURANCE	<u> </u> 100% Completed Value or Maximum of Flood Program
<u> </u> ENVIRONMENTAL IMPAIRMENT LIABILITY	\$ <u> </u>
<u> </u> EMPLOYMENT PRACTICES LIABILITY	\$ <u> </u>

The certificate of insurance must show the "City of Lakewood" as a named additional insured & give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

Bidder

Insurance Agency

Authorized Signature

Authorized Signature

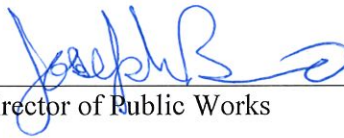
IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be executed and to become effective on the day and year first above written.

WITNESS:

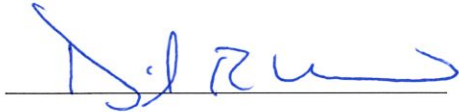
CITY OF LAKEWOOD, OHIO



BY: _____


Director of Public Works

DLZ Ohio, Inc.

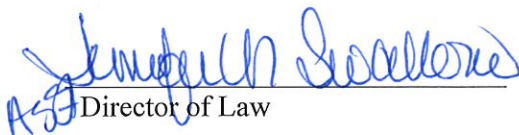


BY: _____



Approved as to form:

Funds are available:


Director of Law
Director of Finance

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Katie Kresner	
	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: Katie.Kresner@greyling.com	
INSURED DLZ Ohio Inc. 1000 Rockefeller Bldg.; 614 Superior Avenue Cleveland, OH 44113	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co of PA	
	INSURER B: QBE Insurance Corporation	
	INSURER C: Lloyds of London	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 18-19****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL5268221	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489714	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			CCU3977348	04/01/2018	04/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893783	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Incl Pollution Liability			B0146LDUSA1804157	01/01/2018	04/01/2019	Per Claim \$1,000,000 Aggregate \$1,000,000

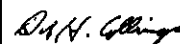
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Lakewood Hospital Demo and Asbestos Abatement -1822-2016-00; OH

City of Lakewood is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 60 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Lakewood 12650 Detroit Road Lakewood, OH 44107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE


ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured. is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

Policy No. CA CA4489714 issued to DLZ CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM;
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

Common Policy Conditions, A. Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60) days before the effective date of cancellation if we cancel for any other reason.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO 	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.